

AEON Cardholder Agreement:

AEON MasterCard/Visa/JCB/China UnionPay Credit Card (each a and together the "Card") is issued by AEON Credit Service (Asia) Company Limited ("AEON") to you ("Principal Cardholder") and any person nominated by the Principal Cardholder and approved by AEON to receive a Supplementary Card ("Supplementary Cardholder") upon the following terms. By signing or using the Card, the Principal Cardholder and each Supplementary Cardholder (each a and together the "Cardholder") agree and confirm their agreement to abide by and be liable for any payment to AEON in connection with the following terms:

1. The Cardholder understands and acknowledges that the Card is issued to the Cardholder on the basis of the information provided by the Cardholder to AEON. The Cardholder declares and represents that the information provided to AEON is and will remain true and correct and undertakes to inform AEON immediately in writing of any change of such information including that on employment, business or residential address, or telephone number.
2. The Cardholder shall (a) sign the Card upon receipt; (b) keep the Card secure at all times; (c) not exceed the credit limit set by AEON from time to time; (d) not use the Card before or after the date embossed on the face of the Card or after the Card is withdrawn or cancelled.
3. The credit limit in respect of any Card issued by AEON to the Cardholder is subject to change by AEON from time to time and at its discretion. Where a Supplementary Card(s) is/are issued, the Principal Cardholder and the Supplementary Cardholder(s) may share the same credit limit or any credit limits in such proportion as AEON may at its absolute discretion from time to time determine.
4. The Card is issued for use, subject to the credit limit set by AEON, in connection with facilities made available by AEON from time to time at its absolute discretion including the payment for any purchase of goods and/or services ("Credit Purchase"), cash advances and such other credit facilities or services as AEON may from time to time provide or arrange such as card instalment plan, balance transfer and hire purchase of goods in which case the Cardholder also agrees to be bound by the terms and conditions governing the use of the related services. The Cardholder is not authorized to use the Card or the Card Account for any illegal purposes. AEON reserves the right to decline processing or paying any transaction which exceeds the credit limit or which AEON suspects to be involved in illegal gambling or which may be illegal under any applicable laws.
5. The Cardholder shall be liable for all transactions ("Transactions") effected or authorised through the use of the Card notwithstanding that no sales draft or cash advance voucher is signed by him and/or the credit limit is exceeded. Types of Transactions effected or authorised without the Cardholder's signature may include, without limitation, orders placed by telephone, fax, mail or electronic means, direct debit authorisation, use of the Card in an automated teller machine, at merchant's point of sale terminal, in a credit card payphone or any other device approved by AEON from time to time.
6. The Cardholder shall keep any personal identification number ("PIN") and telephone identification number ("TIN") in connection with the use of the Card strictly confidential, in particular:
 - a. printed copies of the PIN and TIN should be destroyed;
 - b. under no circumstances should the PIN or TIN be disclosed to any other persons;
 - c. no one else should be permitted to use the Card, PIN and/or TIN;
 - d. the PIN and TIN should never be written down on the Card or on anything kept with or near the Card and should be frequently changed;
 - e. the PIN and TIN should always be disguised if written down; and
 - f. whenever the PIN or TIN is changed, avoid using obvious numbers such as the Cardholder's identity card number or passport number, date of birth, telephone number or other easily accessible personal information.

The Cardholder shall accept full and sole responsibility for and indemnify AEON against all consequences, loss and/or other liability incurred as a result of the PIN or TIN being known to another person for whatever reason.

7. standing balances and other sums payable hereunder ("Charges") shall be debited.
8. All applicable fees, charges and interest payable in respect of the Card are set out in the Fee Schedule which forms part of this Agreement. AEON may from time to time revise the Fee Schedule. The Card remains the property of AEON and is not transferable. AEON shall be entitled at its absolute discretion at any time to withdraw, suspend, cancel or terminate the Card and/or any services or facilities thereby offered and/or disapprove any transaction proposed to be effected thereby without giving any prior notice or reason to the Cardholder and AEON shall not be liable for any loss or damage of whatever nature which the Cardholder may suffer whether directly or indirectly as a result of such withdrawal, suspension, cancellation, termination or disapproval by AEON. The Cardholder shall unconditionally and immediately upon demand surrender the Card to AEON.
9. AEON shall maintain an account in respect of the Card ("Card Account") to which the values of all Transactions and charges, fees, interests, out from time to time at its absolute discretion revise the Fee Schedule.

10. The Cardholder agrees to pay to AEON an annual fee for the Card at the rate as determined by AEON from time to time. The annual fee will be debited to the Card Account when due and is non-refundable in any circumstances whatsoever.
11. AEON shall issue to the Cardholder a monthly statement ("Statement") of the Card Account setting out details of the total amount of all Charges ("Statement Balance"), the minimum payment due from the Cardholder ("Minimum Payment Due") and the date by which payment must be made ("Payment Due Date"). Subject to AEON's right to require the Cardholder to pay the full amount of the Statement Balance on or before the Payment Due Date, the Cardholder shall pay to AEON the Minimum Payment Due on or before the Payment Due Date failing that the Cardholder shall pay to AEON a late charge calculated at the rate determined by AEON from time to time and notified to the Cardholder in any way AEON sees fit. AEON shall not be obliged to issue a Statement if there has been no transaction or no outstanding balance on the Card Account since the last Statement. Statements may be in electronic form accessible through internet services available on AEON's website ("AEON Netmember Service") which is subject to the terms and conditions governing the use of AEON Netmember Service.
12. Cash advances will be subject to a cash advance handling fee on each cash advance made. Interest will accrue on the amount of cash advance calculated on a daily basis from the date of the cash advance to the Payment Due Date. Should the Cardholder choose not to settle the amount in full, an extension charge will be charged on the amount calculated on a daily basis from the date of the cash advance to the sales cut-off date (currently on the 10th of the month subject to change from time to time as AEON shall solely determine). In addition, interest will be charged on a monthly basis from the day following the sales cut-off date. The amount of the cash advance handling fee and the rate of interest including the extension charge will be determined by AEON from time to time and notified to the Cardholder in any way AEON sees fit.
13. No interest will be charged if the full amount of Credit Purchase is received by AEON on or before the Payment Due Date. Should the Cardholder choose not to settle the amount in full, interest will be charged on the outstanding balance including new Transactions entered into by the Cardholder retrospective from the date of such Transactions until payment is paid in full at the rate determined by AEON from time to time and notified to the Cardholder in any way as AEON sees fit.
14. AEON shall charge a retrieval fee for sales draft copies and Statement which will be debited to the Card Account at the rate determined by AEON from time to time.
15. AEON shall charge a handling fee (a) for any payment by cash in settlement of the Card Account,, (b) in relation to any autopay authorisation which is either dishonoured or revoked, and (c) when the outstanding balance exceeds the credit limit, at such rate as determined by AEON from time to time.
16. Transactions which are effected in currencies other than Hong Kong dollars shall be debited to the Card Account after conversion into Hong Kong dollars at a rate of exchange determined by reference to the exchange rate adopted by MasterCard/Visa/JCB/China UnionPay on the date of conversion plus any transaction fee imposed by MasterCard/Visa/JCB/China UnionPay on AEON, if applicable.
17. AEON's records and monthly Statements on the Charges shall be conclusive and binding on the Cardholder for all purposes except AEON may at its discretion adjust any entries mistakenly or erroneously made by it.
18. The Cardholder should notify AEON's Card Centre of any transaction which was not authorised by the Cardholder within 60 days from the date of the Statement. If the Cardholder fails to report within the said period, the transaction(s) shown on the Statement shall be considered correct.
19. If the Cardholder fails to pay any sum due and payable hereunder, AEON may appoint debt collection agencies to collect the same. If AEON has reasonably incurred any legal or collection fees or other expenses which are of reasonable amount for the purpose of demanding, collecting or suing to recover any sum payable hereunder from the Cardholder or for other remedies resulting from the breach or non-compliance of any terms of this Agreement, the Cardholder shall fully reimburse AEON all such legal fees and other fees and expenses (including the fees of debt collection agencies) incurred in that connection.
20. Payments to AEON shall only be deemed to be received by AEON and credited to the Card Account when received in good and cleared funds and without any set off, claim, condition, restriction, deduction or withholding whatsoever.
21. Payments and credit to the Card Account may be applied in the following order: firstly, legal and collection fees, annual fees, all other fees and charges, interest, and lastly, the outstanding principal amount of the Transactions; or in any other order as AEON considers appropriate without reference to the Cardholder.
22.
 - a. The loss or theft of the Card or disclosure of the PIN or TIN to any person should be reported immediately to AEON Customer Service Hotline (852) 2895 6262 . The Cardholder shall be fully liable for all Transactions (whether or not authorized by the Cardholder) effected by the use of the Card prior to AEON being notified of the loss or theft or disclosure provided that if the Cardholder (i) has not acted fraudulently or with gross negligence, (ii) has not knowingly provided the Card to any person (whether voluntarily or otherwise) and (iii) has informed AEON as soon as reasonably practicable after becoming aware of the loss or theft or disclosure, the Cardholder's maximum liability for such unauthorised Transactions (excluding cash advances) shall not exceed HK\$500. The Cardholder shall be fully liable for any unauthorized cash advances.

- b. The Cardholder shall be liable fully for all amounts, without limit, debited to the Card Account if the Cardholder has acted fraudulently or with gross negligence including failure to inform AEON promptly of his loss or theft of the Card and disclosure of his PIN or TIN. The Cardholder's failure to observe any of the provisions of clause 6 or to follow any other recommendation of AEON from time to time regarding the safety and secrecy of the Card and the PIN and TIN, including without limitation the disclosure, whether voluntary or otherwise, of the PIN or TIN to any person, shall be treated as gross negligence on the part of the Cardholder for the purpose of this clause.
 - c. Following receipt by AEON of a report from a Cardholder pursuant to clause 22(a) before the Payment Due Date specified in the current Statement recording the Charges arising from any Transaction alleged to have been unauthorized, the Cardholder may withhold payment of such Charges pending completion of AEON's investigation into the same. In the event the investigation results (which shall be binding on the Cardholder) show that the report made by the Cardholder was unfounded, the Cardholder shall forthwith pay all Charges withheld, and AEON reserves the right to re-impose any late charge and finance charge on these Charges over the entire period (including the investigation period) as if no withholding had occurred.
23. AEON shall not be obliged to issue a replacement Card to the Cardholder if his Card is lost or stolen. Any replacement Card shall be subject to a handling fee at the rate or in the amount as determined by AEON from time to time and its use shall be subject to the terms and conditions of this Agreement.
- 24.
- a. The Cardholder acknowledges and agrees that any personal data provided by the Cardholder or which is collected in the course of any continued relationship with AEON may be used and retained by AEON and persons or corporations listed below for the following purposes and for other purposes as may be agreed between the Cardholder and AEON or such persons or corporations (as the case may be) or required by law from time to time:
 - i. the processing of applications for credit and/or other financial services and facilities;
 - ii. the daily operation of the services and credit facilities provided to the Cardholder;
 - iii. conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year and carrying out matching procedures (as defined in the Personal Data (Privacy) Ordinance (the "Ordinance"));
 - iv. creating and maintaining AEON's credit scoring models;
 - v. assisting other financial institutions to conduct credit checks and collect debts;
 - vi. ensuring ongoing credit worthiness of the Cardholder;
 - vii. designing credit and financial services or related products for the Cardholder's use;
 - viii. marketing services, products and other subjects in respect of which AEON may or may not be remunerated (please see further details in clause 24(c) below);
 - ix. determining the amount of indebtedness owed to or by the Cardholder;
 - x. collection of amounts outstanding from the Cardholder and those providing security for the Cardholder's obligations;
 - xi. assessing and analyzing any insurance claim and assisting insurance companies to conduct claim checks;
 - xii. complying with the obligations, requirements or arrangements for disclosing and using data that apply to the AEON or any of AEON Group Companies or that it is expected to comply according to:
 - 1. any law binding or applying to it within or outside the Hong Kong Special Administrative Region ("Hong Kong") existing currently and in the future;
 - 2. any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future;
 - 3. any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on AEON or any of AEON Group Companies by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
 - xiii. complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the AEON Group of Companies and/or any other use of data and information in accordance

- with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- xiv. enabling an actual or proposed assignee of AEON, or participant or sub-participant of AEON's rights in respect of the Cardholder to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - xv. exchanging information with merchants accepting credit cards and/or prepaid cards issued by AEON and entities with whom AEON provides co-branded credit card services;
 - xvi. compiling statistical information and Cardholder profiles;
 - xvii. comparing data of the Cardholder and other persons for credit checking, data verification or otherwise producing or verifying data, whether or not for the purpose of taking adverse action against the Cardholder;
 - xviii. maintaining a credit history of the Cardholder (whether or not there exists any relationship between the Cardholder and AEON) for present and future reference;
 - xix. assisting in the prevention, detection and investigation of crime; and
 - xx. purposes relating thereto.
- b. The Cardholder agrees that AEON may disclose and transfer his/her personal data to the following persons or corporations (whether within or outside Hong Kong) for the purposes set out in clause 24(a):
- i. any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, data processing, debt collection, insurance, professional or other services to AEON in connection with the operation of its business;
 - ii. any of the subsidiaries, holding companies, associated companies or affiliates of AEON ("AEON Group Companies");
 - iii. any other person under a duty of confidentiality to AEON including a member of AEON Group Companies which has undertaken to keep such information confidential;
 - iv. any financial institution, charge or credit card issuing companies, insurance, securities and investment company with which the Cardholder has or proposes to have dealings;
 - v. any actual or proposed assignee of AEON or participant or sub-participant or transferee of AEON's rights in respect of the Cardholder;
 - vi. credit reference agencies and, in the event of default, to debt collection agencies;
 - vii. any party giving or proposing to give a guarantee or third party security to guarantee or secure the Cardholder's obligations;
 - viii. any person to whom AEON or any of AEON Group Companies is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to AEON or any of AEON Group Companies, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which AEON or any of AEON Group Companies is expected to comply, or any disclosure pursuant to any contractual or other commitment of AEON or any of AEON Group Companies with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future;
 - ix. third party financial institutions, insurers, credit card companies, securities and investment service providers;
 - x. third party reward, loyalty, co-branding and privileges programme providers;
 - xi. co-branding partners of AEON and AEON Group Companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
 - xii. affiliated merchants of AEON and AEON Group Companies (the names of such affiliated merchants can be found on AEON's website for the relevant services and products, as the case may be);
 - xiii. charitable and non-profit making organisations; and

- xiv. external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, gift redemption centres, data processing companies and information technology companies) that AEON engages for the purposes set out in clause 24(a).

Such information may be transferred to a place outside Hong Kong.

- c. AEON intends to use a customer's data in direct marketing and AEON requires the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:
 - i. the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a customer held by AEON from time to time may be used by AEON or a member of AEON Group Companies in direct marketing;
 - ii. the following classes of services, products and subjects may be marketed:
 - 1. financial, insurance, credit card, prepaid card, credit and related services and products;
 - 2. reward, loyalty, co-branding or privileges programmes and related services and products;
 - 3. services and products offered by AEON's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
 - 4. services and products offered by AEON's affiliated merchants via AEON's virtual mall, including without limitation suppliers and retailers of health and beauty products, electronic products, computers and accessories, home appliances, homeware, food and beverages, toys and baby products, pet products, gifts and premiums, and other consumer durable products and providers of health care, travel and entertainment industries (the names of such affiliated merchants can be found on AEON's website for the relevant services and products, as the case may be); and
 - 5. donations and contributions for charitable and/or non-profit making purposes;
 - iii. the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by AEON and/or:
 - 1. AEON Group Companies;
 - 2. third party financial institutions, insurers, credit card companies, securities and investment service providers;
 - 3. third party reward, loyalty, co-branding or privileges programme providers;
 - 4. co-branding partners of AEON and/or AEON Group Companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
 - 5. affiliated merchants of AEON (the names of such affiliated merchants can be found on AEON's website for the relevant services and products, as the case may be); and
 - 6. charitable or non-profit making organisations;
 - iv. In addition to marketing the above services, products and subjects itself, AEON also intends to provide the data described in clause 24(c)(i) above to all or any of the persons described in clause 24(c)(iii) above for use by them in marketing those services, products and subjects, and AEON requires the customer's written consent (which includes an indication of no objection) for that purpose;
 - v. AEON may receive money or other property in return for providing the data to the other persons in clause 24(c)(iv) above and, when requesting the customer's consent or no objection as described in clause 24(c)(iv) above, AEON will inform the customer if it will receive any money or other property in return for providing the data to the other persons.

If a customer does not wish AEON to use or provide to other persons his/her data for use in direct marketing as described above, the customer may exercise his opt-out right by notifying AEON.

- d. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data (the "Code") as approved and issued under the Ordinance, the Cardholder has the right:
 - i. to check whether AEON holds data about him/her and access to such data;
 - ii. to require AEON to correct any data relating to him/her which is inaccurate;

- iii. to ascertain AEON's policies and practices in relation to data and to be informed of the kind of personal data held by AEON;
 - iv. to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
 - v. in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by AEON to a credit reference agency, to instruct AEON upon termination of the account by full repayment, to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within 5 years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within 5 years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by AEON to a credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
 - vi. In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in clause 24(d)(v) above) may be retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default.
 - e. In the event any amount in an account is written off due to a bankruptcy order being made against a customer, the account repayment data (as defined in clause 24(d)(v) above) may be retained by the credit reference agency, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of discharge from a bankruptcy as notified with evidence to the credit reference agency, whichever is earlier.
 - f. AEON may from time to time access the personal and account information or records of the Cardholder (including information about the number of mortgage count) held by a credit reference agency for the purpose of reviewing any of the following matters in relation to the existing credit facilities granted to the Cardholder or a third party whose obligations are guaranteed by the Cardholder
 - i. an increase in the credit amount;
 - ii. the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
 - iii. the putting in place or the implementation of a scheme of arrangement with the Cardholder or the third party.
 - g. Data of the Cardholder may be processed, kept, transferred or disclosed in and to any country as AEON or any person who has obtained such data from AEON referred to in clause 24(b) considers appropriate. Such data may also be processed, kept, transferred or disclosed in accordance with the applicable local practices, laws, rules and regulations in such country.
 - h. In accordance with the terms of the Ordinance, AEON has the right to charge a reasonable fee for the processing of any data access request.
 - i. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:
The Data Protection Officer
AEON Credit Service (Asia) Co., Ltd.
20th Floor, Mira Place Tower A, 132 Nathan Road, Tsim Sha Tsui, Kowloon, Hong Kong
Fax: 3100 8424
 - j. The Cardholder may, at any time and without charge, choose not to receive any direct marketing material or message from AEON by informing the Data Protection Officer in writing.
25. AEON hereby reserves the right at any time to amend the terms and conditions of this Agreement and/or the Fee Schedule including, without limitation, the applicable credit limit, payment terms, interest rates, the rates of any charges or fees and method of payment. Such amendments shall become effective and binding on the Cardholder on the effective date specified by AEON. Retention or use of the Card after the effective date shall constitute the Cardholder's acceptance of such amendments without reservation irrespective of whether the Cardholder has actual notice or knowledge thereof.
26. The Cardholder may terminate this Agreement by giving written notice to AEON accompanied by the return of the Card and any Supplementary Card(s) both cut in halves. The Supplementary Cardholder may terminate this Agreement by giving written notice to AEON accompanied by the return of the Supplementary Card cut in halves. The termination of any Card shall be effective upon AEON actually receiving such notice and Card. The Cardholder shall be fully liable for all losses arising from any Transaction effected by the use of the Card under the Card Account (whether or not authorized by the Cardholder) as a result of the failure of the

Cardholder to return the Card cut into two halves upon termination in accordance with the provisions of this clause. For the avoidance of doubt, AEON may at any time terminate (i) any Card (including any Supplementary Card) at the written request of the Principal Cardholder, (ii) any Supplementary Card at the written request of the relevant Supplementary Cardholder, and (iii) any Supplementary Card upon termination of the principal Card.

27. Each Cardholder shall be liable for all Charges incurred by him and the Principal Cardholder shall in addition be liable for the Charges incurred by each of the Supplementary Cardholders. For the avoidance of doubt, no Supplementary Cardholder shall be liable for the Charges incurred by the Principal Cardholder or any other Supplementary Cardholder.
28. The Cardholder shall directly settle disputes between merchant establishments and the Cardholder for goods and services purchased. AEON shall not be responsible for goods and services supplied by merchant establishments or for refusal of any merchant establishment to accept or honour the Card. No claim against any merchant establishment may be set off or counter claimed against AEON.
29. Without prejudice to the other provisions of this Agreement, if the Cardholder should be absent from Hong Kong for some time, arrangements to settle the Card Account should be made prior to his departure.
30. In addition to the general right of set off or other rights conferred by law or under any other agreement, AEON may, without notice, combine or consolidate the outstanding balance on the Card Account with any other account(s) which the Cardholder maintains with AEON and set off or transfer any money standing to the credit of such other account(s) in or towards satisfaction of the Cardholder's liability to AEON under this Agreement.
31. Where Supplementary Card(s) is/are issued, AEON may:
 - a. set off the credit balance in any other account of the Principal Cardholder maintained with AEON against any debit balance in the Card Account due from any and/or all Supplementary Cardholders to AEON; and
 - b. set off the credit balance in any other account of a Supplementary Cardholder maintained with AEON against the debit balance in the Card Account due from that Supplementary Cardholder to AEON. For the avoidance of doubt, AEON shall not set off the debit balance in the Card Account of the Principal Cardholder or a relevant Supplementary Cardholder against the credit balance in any account of any other Supplementary Cardholder maintained with AEON. A Supplementary Cardholder may at his option make voluntary payments to settle the balances of the Card Account due from the Principal Cardholder and/or other Supplementary Cardholders (as the case may be)
32. AEON may (with or without having suspended or reduced the credit extended, withdrawn the Card or terminated this Agreement) require the Cardholder to immediately pay the entire outstanding balance under the Card Account. The whole of the outstanding balance on the Card Account together with the amount of any outstanding Transactions effected but not yet charged to the Card Account will become immediate due and payable in full to AEON on termination of this Agreement or on the Cardholder's bankruptcy or death. All obligations of the Cardholder incurred or existing under this Agreement as of the date of termination shall survive such termination.
33. AEON may at any time transfer, assign, delegate or sub-contract any or all of its rights or obligations hereunder to any person without prior notice or consent of the cardholder.
34. All notices, Statements or correspondence sent by AEON may be in the form of written notice, statement insert, statement message, email message or through any other appropriate form determined by AEON and may be sent by pre-paid post, facsimile transmission, short message service (SMS), or any other electronic communication such as electronic mail, or email notification of posting of a notice on AEON's website. All such notices, Statements or correspondence to be given by AEON shall be validly given if despatched to the Cardholder's address or facsimile or contact number last registered with AEON and shall be deemed to have been received by the Cardholder 48 hours after posting if sent by pre-paid post and at the time of despatch if sent by facsimile or other electronic communication.
35. The Cardholder agrees that AEON may record any telephone conversation between them and all such recordings shall remain the property of AEON and may be used as conclusive evidence in any dispute that may arise on any matters relating to this Agreement and the Card.
36. The Cardholder agrees that no relaxation forbearance delay or indulgence by AEON in enforcing any of the terms or conditions of this Agreement or the granting of time hereunder shall prejudice affect or restrict any of the rights and powers of AEON under this Agreement.
37. This Agreement shall be binding on the estate of the Cardholder and on his personal representative.
38. If any provision of this Agreement shall be held to be invalid or unenforceable the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
39. Unless the context otherwise requires, all expressions herein in the singular shall include the plural and vice versa and all expressions in the masculine gender shall include the feminine gender.

40. AEON may from time introduce new products/services to be made available to the Cardholder including but not limited to the bonus points programme which shall be governed by specific terms of such products/services and, in case of any conflict between these specific terms and the terms herein, the former shall prevail.
41. AEON shall not be liable for any delay, failure or computer processing error in providing any of the equipment or other facilities or services to the Cardholder including any equipment malfunction or failure and under no circumstances shall AEON be responsible to the Cardholder or any third party for any loss arising out of or in connection with such delay, failure or computer processing error. In particular, but without prejudice to the generality of the foregoing, AEON shall incur no liability as a result of any act or omission of any third party through which any facilities or services to the Cardholder may be made available.
42. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Cardholder irrevocably submits to the exclusive jurisdiction of the courts of Hong Kong.
43. If there is any inconsistency between the English version of this Agreement and the Chinese version, the English version shall prevail.

October 2014